



**DRAFT CONTRACT NO.**  
**SME-LEVEL INDUSTRIAL HYGIENIST SERVICES**

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**Buyer:**

Central Plateau Cleanup Company  
P.O. Box 1464 Mail Stop A7-05  
Richland, WA 99352

**Contractor:**

Company  
Street  
City, St, Zip

Contract Specialist: Toree P. Conatore  
Phone Number: 509-372-8441

Contractor Contact: << Enter Name >>  
Phone Number: << Enter Phone Number >>

Start Date: TBD  
Contract Type: Labor Hour (LHC)  
Contract Value: \$TBD

End Date: 9/30/24  
Payment Terms: Net 30

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Central Plateau Cleanup Company (Buyer)

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Contractor Authorized Signature

Toree P. Conatore, Contract Specialist  
Printed Name, Title

\_\_\_\_\_, \_\_\_\_\_  
Printed Name, Title

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Date Signed

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Date Signed

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**PART I – STATEMENT OF WORK**

See Attachment 1 – Statement of Work dated 4/5/23

**END OF PART I – STATEMENT OF WORK**

## **PART II – FINANCIAL TERMS**

### **1.0 CONTRACT TYPE**

This Contract is a Labor Hour (LHC) contract.

### **2.0 CONTRACT VALUE**

The estimated value of this Contract is a not to exceed ceiling of \$TBD including fee and applicable taxes.

Unless otherwise specified in the Contract, the labor-hour prices are fully burdened and firm for the duration of the Contract.

#### **2.1 Estimated Cost of Contract**

The estimated value for this Contract is as stated above. The Contractor shall not exceed this amount without specific written authorization from Buyer. The Contractor shall notify the cognizant Contract Specialist in writing when the Contractor reaches 75% of the current estimated value.

### **3.0 PAYMENT SCHEDULE**

In accordance with the provision of this Contract/Release, Contractor shall be reimbursed for authorized and approved work in accordance with the following:

<u>Name/Classification</u>	<u>Hourly Rate</u>
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### **4.0 PRICING INSTRUCTIONS FOR CHANGE ORDERS/MODIFICATIONS**

Buyer reserves the right to request a complete pricing breakdown, including certified or uncertified cost or pricing data as applicable, for any change orders or modifications that have an impact to the established Contract pricing.

### **5.0 ESTIMATED BILLING**

The Contractor shall provide monthly to Buyer an estimate of the total cost incurred (invoiced plus cost incurred for the current fiscal month) from inception of the Contract through the current fiscal month end. This data shall be provided for each contract or task order release until all payments are received and each contract or task order release is complete.

This data shall be provided electronically (preferred) each month, typically between the 12<sup>th</sup> and 16<sup>th</sup> of the month, through Hanford Vendor Registration, which displays a list of fiscal month end dates. Contact [vendorregsupport@rl.gov](mailto:vendorregsupport@rl.gov) with technical issues.

Alternative methods for submitting this data are email or mail and shall be received by Buyer by the 15<sup>th</sup> of each month. Use either the Microsoft® Excel® or Word version of the Monthly Contract-to-Date Cost Estimate Form found at <https://cpcco.hanford.gov/page.cfm/SubmittalsFormsDocs>.

Contractor may submit monthly accruals via email at [CPCCA@rl.gov](mailto:CPCCA@rl.gov).

## **6.0 INVOICING INSTRUCTIONS**

### **6.1 Contractor Invoices**

Invoices submitted to Buyer shall be submitted as follows. Failure to submit a proper and accurate invoice may result in reduction in payment, rejection or delay of the invoice until the required documentation is provided. Address invoicing requirement questions to the Contract Specialist.

#### **6.1.1 General Requirements**

1. Each Contract, Task Order Release and Purchase Order shall be invoiced separately and in a timely manner with respect to the invoiced products or services.
2. The invoice shall clearly & legibly identify the
  - a. Contractor's Name
  - b. Unique Invoice Number
  - c. Contract, Task Order Release and/or Purchase Order Number
  - d. Itemized description of the supplies or service provided
  - e. Amount being billed
  - f. Billing period (beginning date and end date)
  - g. the name and telephone number of a Contractor representative available to respond to questions about the invoice
3. Remittance will only be made to the remittance address on file for the Contractor. Invoices from third parties or with different remittance instructions or addresses will not be processed.
4. An Authorization for Electronic Funds Transfer (EFT) of Invoice Payments shall be on file with Buyer before EFT payments can be made.
5. Invoices will be paid according to the terms and conditions of the Contract unless substantiated evidence is obtained claiming Contractor is delinquent in payment to its subcontractors. All future payments may be reduced or suspended by the Contract Specialist until validation is received from the Contractor verifying its subcontractor payments are current.

#### **6.1.2 Contracts for Services**

1. Unless otherwise authorized in the Contract, service contracts shall not be invoiced more than once per calendar month.
2. The total amount due for the billing period shall be clearly identified on all invoices (this amount shall be set apart from any cumulative amounts or subtotals).
3. The billing period (beginning date and end date) shall be clearly identified on all invoices.
4. Invoiced amounts, rates, other direct charges or travel shall be specifically defined in the Contract based on the Contract type to be allowable for reimbursement.

### **6.1.3 Submittal**

1. For Labor-Hour type contracts, Contractor must include timesheets signed by the employee and employee's manager/supervisor in all invoices as backup documentation (reference Section Part III.3.4 Special Provisions 19).
2. Invoices and supporting documentation may be submitted electronically in a format acceptable to Buyer (preferred).
3. Submit invoices electronically via e-mail to both Buyer's Accounts Payable at [CPCCAP@rl.gov](mailto:CPCCAP@rl.gov) and courtesy copy the Contract Specialist.
  - a. The Contractor's name, invoice number, and the Contract and Task Order Release number(s) shall be in the subject line of the e-mail message used to submit an electronic invoice. The suggested format for the subject line is: Contractor Name, Invoice No., Contract No.

### **6.2 Cost Adjustments**

The cost(s) of this Contract are subject to adjustment based on the resolution of recommendations contained in any report of Government Audit in accordance with cost principles contained in the Department of Energy Acquisition Regulations and the Federal Acquisition Regulations.

### **7.0 FINAL RELEASE AND CLOSEOUT**

Contractor, after completion of work and receipt of final payment under this Contract, shall promptly execute and deliver a final release discharging the Buyer, the Government and their officers, agents, and employees of and from all liabilities, obligations and claims arising out of this Contract.

### **8.0 SPECIAL INSTRUCTIONS**

#### **8.1 Back Charges**

Buyer reserves the right to back charge the Contractor for costs incurred by Buyer that are caused by the Contractor or Contractor's subcontractors in accordance with the Contract General Provisions. In addition to the circumstances described in the General Provisions, the back charge may also result from:

1. Services performed by Buyer, at Contractor's request, which are within Contractor's scope of work under the Contract.
2. Costs sustained by Buyer as a result of Contractor's non-compliance with the provisions of this Contract or Contractor's act of omission or negligence.
3. Costs incurred by Buyer to fix all defects, deficiencies or errors that appear in the Work during the warranty period.
4. Costs associated with Buyer support costs when work is interrupted by a Contractor-caused delay or equipment failure.

At Buyer's sole discretion and if circumstance allow, Contractor may be offered the opportunity to propose a fix or take mitigating actions to reduce the impact and total back charge. In the event that Contractor fails to take satisfactory action, Contractor's option to

mitigate shall be withdrawn and Buyer will take appropriate action to cure the problem and back charge Contractor.

**8.2 Work Hours**

Contractor personnel providing professional support under this Contract are expected to work the hours necessary to accomplish the task, which may require them to work beyond the base work hours.

**END OF PART II – FINANCIAL TERMS**

## **PART III – GENERAL TERMS, CONTRACT PROVISIONS & ATTACHMENTS**

### **1.0 ATTACHMENTS INCORPORATED**

The terms, provisions, forms, specifications, documents, and attachments listed herein are hereby incorporated into and made a part of this Contract. Contractor is responsible for downloading or obtaining a copy from the Contract Specialist and complying with the applicable documents. Where available, hyperlinks are provided for downloading the referenced document.

- 1) Attachment 1 – Statement of Work

### **2.0 ACCEPTANCE OF PROVISIONS, TERMS AND CONDITIONS**

Contractor, by signing this Contract, delivering the supplies, or performing the requirements indicated herein, agrees to comply with all the Contract provisions, terms, forms, attachments, specifications, and other documents that this Contract incorporates by reference or attachment. Buyer hereby objects to any provisions inserted into this Contract that are different from or in addition to those set forth by Buyer in the Contract.

### **3.0 CONTRACT PROVISIONS**

Unless specifically replaced or revised in the body of this Contract, the clauses and referenced laws, rules, and regulations in the General and Special Provisions applicable for this type of contract shall have the same force and effect as if written into the body of the Contract. Contractor is responsible for downloading, reading and complying with the applicable provision revision identified below. Provisions are posted for downloading at <https://cpcco.hanford.gov/page.cfm/ContractProvisions>. A copy is also available from Buyer on request.

#### **3.1 General Provisions**

Revision 0 dated January 25, 2021

#### **3.2 Special Provisions, SP-5 - On Site Services**

Revision 2 dated January 11, 2022

#### **3.3 Special Provisions, SP-16 - Representations and Certifications**

Revision 1 dated May 4, 2022

Representations and Certifications made by the Contractor as part of the proposal and award process are hereby incorporated by reference into this Contract unless specifically excluded and agreed by Buyer in the Contract. Contractor agrees to update and resubmit a revised SP-16 if any change occurs that would nullify, change, or otherwise affect said Representations and Certifications.

#### **3.4 Special Provisions, SP-19 - Labor Hours (LH)/Time and Materials (T&M) Contracts**

Revision 1 dated April 20, 2021

## **END OF PART III – GENERAL TERMS, CONTRACT PROVISIONS & ATTACHMENTS**



## **PART IV – SPECIAL TERMS**

### **1.0 ADMINISTRATION**

#### **1.1 Term of Contract**

The term of this Contract shall commence on **TBD** and shall end on **9/30/2024** unless extended by the parties or unless terminated by other provisions of this Contract.

#### **1.2 Contract Correspondence**

##### **Buyer's Mailing Address:**

Attn: Toree P. Conatore  
Central Plateau Cleanup Company  
PO Box 1464 Mail Stop A7-05  
Richland, WA 99352

##### **Buyer's Street Address:**

Attn: Toree P. Conatore  
Central Plateau Cleanup Company  
2620 Fermi Ave.  
Richland, WA 99354

#### **1.3 Authorized Personnel**

Only the following named Contract individuals are authorized to make changes to this document:

- Contract Specialist, Toree P. Conatore
- Manager, Shannon Malisani

#### **1.4 Contractor and Buyer Interface**

Buyer and the Contractor will interface only through Buyer's Contract Specialist for clarifications and questions.

#### **1.5 Other Interfaces**

Additional Buyer contacts will be identified at the kickoff meeting.

#### **1.6 Designation of Technical Representative**

The designated Buyer's Technical Representative (BTR) for this contract is:

- TBD

The BTR is responsible for monitoring and providing technical guidance for this Contract and shall be contacted regarding questions or problems of a technical nature. The BTR is also responsible for appropriate oversight of Contractor's personnel while on site and the interface between Contractor and other Buyer organizations supporting Contract performance.

Authority of the BTR and supporting organizations is limited to providing technical direction within the scope and provisions of this Contract. The BTR may not direct work or authorize any change outside of the written Contract and Contract provisions.

The BTR does not possess any explicit, apparent or implied authority to modify the Contract. When in the opinion of the Contractor, the BTR requests or directs efforts outside the existing scope of the Contract, Contractor shall promptly notify the Contract Specialist in writing. No action outside the scope of the Contract shall be taken until the Contract Specialist makes a determination and/or modifies the Contract.

In no event, will an understanding or agreement, modification, change order, or any deviation from the terms of this Contract be effective or binding upon Buyer unless formalized by proper Contract documents executed by the Contract Specialist.

### **1.7 Key Personnel**

Contractor agrees those individuals determined to be key individuals shall not be reassigned without the written agreement of Buyer. Whenever, for any reason, one or more of these individuals are unavailable for assignment for work under this Contract the Contractor, with the approval of Buyer, shall replace such individual with an individual substantially equal in abilities or qualifications. The following named individuals have been determined to be key personnel assigned to the performance of this Contract:

- TBD

### **1.8 Proprietary Data Submittals**

If Contractor submits any data as part of their Contract, which is considered by the Contractor to be "Proprietary Data," the document transmitting the data or which contains the data, shall be boldly marked indicating that the data included in considered to be proprietary.

### **1.9 Work Schedules and Holiday**

NOTICE: Daily work schedules and facility operations are NOT consistent on the Hanford Site. Buyer and some other organizations are working a 4x10 schedule and others observe alternate Friday closures. Accordingly, Contractor is responsible to understand and plan to support the work schedule required for this specific Contract and/or work location. BEFORE scheduling work on site and/or deliveries, the Contractor shall make specific schedule arrangements with Buyer, BTR, Facility Manager, Delivery Warehouse Manager, Building Manager, etc. Buyer will not be liable for the cost of any delays, demurrage, layover, extra travel days, etc. which result from Contractor's failure to plan for and obtain specific schedule concurrence in advance.

### **1.10 Abnormal or Unusual Situations**

In the event that there is an abnormal or unusual situation associated with this Contract work scope, the Contractor is to immediately contact the designated Contract Specialist or designated Buyer's Technical Representative (BTR). If the Contractor is unable to contact either the Contract Specialist or the BTR, the Contractor is to contact the Buyer Emergency Operations Center at (509) 376-2900, which is available 24 hours a day,

seven days a week, and provide them with: Contract Number, Contract Specialist's name, BTR's name and a short summary of the abnormal or unusual situation. If after making contact with Buyer, the Contractor is advised to suspend activities, the Contractor is not to proceed until such direction to proceed has been expressly issued by the Contract Specialist. If there is an emergency situation, the Contractor is to make the appropriate immediate emergency call to 911 or (509) 373-0911 for cell phones and then make the notifications to Buyer as set forth herein.

#### **1.11 Foreign National Notification and Approval**

The Contractor, regardless of work location, shall obtain Buyer's approval prior to providing any Foreign National (non-U.S. citizen) access to any Department of Energy (DOE)/Buyer sites, programs, information and technologies under this Contract. Prior approval is also required for Contractor-hosted meetings where Foreign National(s) will be present (in person or virtually). Foreign National requests will be processed in accordance with DOE Order 142.3A Chg 1 (MinChg), Unclassified Foreign Visits and Assignments Program, and applicable Hanford Site procedures. Furthermore, Contractor travel outside the United States for the purpose of performing work under this Contract shall be approved in advance by Buyer. Foreign travel will be reviewed and processed in accordance with DOE Order 551.1D Chg 2 (Minor Revision), Official Foreign Travel.

#### **2.0 DEFINITIONS**

There are no special definitions applicable to this Contract.

#### **3.0 ASSUMPTIONS**

There are no special assumptions applicable to this Contract.

### **END OF PART IV – SPECIAL TERMS**

### **END OF CONTRACT**